

## KNOW ALL MEN BY THESE PRESENTS

016925

LEMUEL D. LEIGHTON

of Waterville, County of Kennebec, State of Maine, duly appointed and acting Personal Representative of the Estate of HANNAH C. STROUT, deceased testate, as shown by the probate records of the County of Kennebec, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to RICHARD E. WILLIS of South China, County of Kennebec, State of Maine, the real property in Waterville, County of Kennebec, State of Maine, described as follows:

A certain lot or parcel of land, with the buildings thereon, situated in said Waterville, being Lot Number 11 on a Plan of Gilman Heights, and drawn by Francis V. Armstrong, C.E., said Plan dated December 4, 1939, and recorded in Plan Book #12, Page 77, in the Kennebec Registry of Deeds, and as revised in April, 1948, and recorded in Plan Book #16, Page 2A, to which reference is made for a more particular description.

TRANSFER  
TAX  
PAID

Subject, however, to the following restrictions numbered 1 to 13, inclusive, which will be binding upon the said grantees and all persons claiming or holding under or through said grantees.

Section 1. No lot of land shall be sold, the dimensions of which are less than seventy-five (75) feet by one hundred (100) feet.

Section 2. That said land shall be used only for residential purposes, and not more than one (1) residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, excepting that the owners of three (3) or more contiguous lots located on the south side of Highland Avenue may subdivide said lots, provided that said subdivision shall not decrease the dimensions of any subdivision into lots of less than seventy-five (75) feet by one hundred (100) feet, and provided that insofar as any such lots created by such subdivision are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot; nor shall any buildings at any time situated on said land be used for business or manufacturing purposes; and that no outbuildings shall be occupied as a residence prior to the construction of the main building.

Section 3. The main entrance of any residence built on any lot, any boundary of which abuts Gilman Street, shall face Gilman Street; the main entrance of any of residence built on any lot, any boundary of which abuts The First Rangeway, shall face the First Rangeway. The main entrance of any residence built on lots abutting only upon avenues, shall face the nearest avenue boundary line.

Section 4. That any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts Gilman Street or the First Rangeway, shall not be erected nearer than thirty-five (35) feet from the Gilman Street line or

the First Rangeway Street line, and any other wall of any such residence or other outbuildings, including garages, erected on any lot abutting Gilman Street or the First Rangeway shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line thirty-five (35) feet along the Gilman Street line and along the First Rangeway Street line.

Section 5. That any wall of any residence or other outbuildings, including garages, erected on any lot which abuts only upon avenues, shall not be erected nearer than twenty-five (25) feet from any street avenue line, and any other wall of any such residence or other outbuildings, including garages, erected on said lots, shall not be erected nearer than twenty-five (25) feet from the nearest avenue street line, thereby extending a uniform building line twenty-five (25) feet along all avenue street lines.

Section 6. Each residence or other outbuildings, including garages, erected on any lot, must provide a space at least fifteen (15) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots, excepting that this restriction shall not apply to the south boundary of lots located on the south side of Highland Avenue.

Section 7. The cost of each main building on these lots shall be at least ninety-five hundred dollars (\$9,500.00) exclusive of all the buildings, landscaping, and other improvements of the land not directly affixed to the main building.

Section 8. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.

Section 9. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

Section 10. That no cows, horses, goats, swine, hens, or dog kennels shall at any time be kept or maintained on said lots or in any building thereon.

Section 11. That if the owner of two or more contiguous lots purchased from the within named Edward Saperstein desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot.

Section 12. The grantor does not hold himself responsible for the enforcement of the foregoing restrictions.

Section 13. It is understood that this property shall operate under the so-called, New Neighborhood Act as adopted by the National Association of Real Estate Operators.

Being the same premises conveyed to Harold A. Strout and Hannah C. Strout as joint-tenants by deed of Blair W. Gamber et al., dated September 28, 1966 and recorded in the Kennebec Registry of

Deeds, Book 1428, Page 890. Said Harold A. Strout died January 2, 1980 and Hannah C. Strout died March 18, 1987.

WITNESS my hand and seal this 29 day of June, 1987.

Signed, Sealed and Delivered  
in Presence of

Cassy R. Hirschfeld

Lemuel D. Leighton  
Personal Representative  
Lemuel D. Leighton  
Personal Representative

STATE OF MAINE,

County of Kennebec ss,

June 29, 1987.

Then personally appeared the above named LEMUEL D. LEIGHTON in his said capacity and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Cassy R. Hirschfeld  
~~Justice of the Peace~~  
Notary Public  
~~Attorney at Law~~  
CASSY R. HIRSCHFELD



RECEIVED KENNEBEC SS.  
1987 JUL -9 AM 9:00  
RECORDED FROM ORIGINAL